

United States Courts
Southern District of Texas
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JUN 29 2004

Michael N. Milby, Clerk

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS

HOUSTON DIVISION

UNITED STATES OF AMERICA

V.

HAROLD W. WILCOX
LOUVICY WILCOX
ANTHONY Q. MOSLEY
ROSHALL FRANK

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CRIMINAL NO. CR-H-04-288

CRIMINAL INDICTMENT

THE GRAND JURY CHARGES THAT:

COUNT ONE

A. INTRODUCTION

At all times material to this Indictment:

1. HAROLD W. WILCOX was the pastor of the Greater Progressive Baptist Church ("the Church") located at 9847 Mesa Drive, Houston, Texas and was a member of its Executive Board. HAROLD W. WILCOX, along with other members of the church, applied to the State of Texas and was granted a charter to open a school in Houston, Texas under the name of Prepared Table, Inc. ("the School"), a non-profit organization. The first campus was opened and operated at 9847 Mesa Drive, Houston, Texas in 1999. Two additional campuses were opened in the fall of 2000. One campus was opened at 600 Charles Street in Humble, Texas and another campus was opened at 804A Maxey

Road in Houston, Texas. The charter was revoked by the State of Texas in August of 2002. HAROLD W. WILCOX also chaired the Board of Trustees of the School until August 31, 2001 and served as its Chief Administrator of until April 30, 2002.

2. LOUVICY WILCOX, wife of HAROLD W. WILCOX, was employed by the School in various positions, including the head of Human Resources. While in charge of "Payroll and Internal Business," LOUVICY WILCOX often approved expenditures by the School. LOUVICY WILCOX also served as the "Supervisor of Women" at the Church.

3. ANTHONY Q. MOSLEY, brother of HAROLD W. WILCOX, operated food services for the School under the name of DaShawn's Bar- B-Q & Restaurant, 8550 Ley Rd, Houston, Texas. ANTHONY Q. MOSLEY also was an Associate Minister who carried the title "Reverend" at the Church and served on the Executive Board of the Church in Houston, Texas.

4. ROSHALL FRANK, daughter of LOUVICY WILCOX, was employed by the School as an Attendance Clerk/Public Education Information Management System (PEIMS) Coordinator. ROSHALL FRANK also was the head of the music department at the Church.

5. The School's Board of Trustees, which consisted of HAROLD W. WILCOX, Michael Stoot and Victoria Williams, held positions of responsibility within the Church. HAROLD WILCOX and Victoria Williams were on the Church's Executive

Board.

6. The School Lunch Program and the School Breakfast Program were United States Department of Agriculture federal programs designed to provide school children with nutritional meals. These programs were part of the Child Nutrition Program and were administered by the Texas Education Agency, an agency of the State of Texas.

7. The School received federal commodities through a United States Department of Agriculture program, administered through the State of Texas. The commodities were to be used to feed the children. The School applied for and received federal funds from federal programs and grants from the United States Department of Education, which programs and grants were administered by the Texas Education Agency.

8. The School received in excess of \$10,000.00 in federal funds in each of the three years of its operation between September 1999 through June 2002. The School applied for and received approximately \$2,566,565.10 in federal funds during the three years the school was in operation.

9. The School received funding through the Foundation School Program from the State of Texas based upon the number of students in attendance during each six-week period. The School reported that number to the Texas Education Agency. During the years the School operated, it received approximately \$16,763,379.00 from the Foundation School Program.

B. THE CONSPIRACY

From in or about 1998 and continuing through on or about August 15, 2002 in the Southern District of Texas and elsewhere, and within the jurisdiction of this Court

HAROLD W. WILCOX
LOUVICY WILCOX
ANTHONY Q. MOSLEY
ROSHALL FRANK

defendants herein, did knowingly and intentionally combine, conspire, confederate and agree with each other and others known and unknown to the grand jury to commit the following offenses against the United States:

1. To embezzle, steal, obtain by fraud and otherwise without authority knowingly convert to the use of a person not the rightful owner, and intentionally misapply property worth at least \$5,000.00 owned by, under the care of, under the custody of, and under the control of an organization receiving in a one year period, benefits in excess of \$10,000.00 under a Federal program involving a grant, contract, subsidiary, loan, guarantee, insurance, or other form of Federal assistance, in violation of Title 18, United States Code, Section 666 (a)(1)(A); and
2. To knowingly devise and intend to devise a scheme and artifice to defraud, and for obtaining money by means of false and fraudulent pretenses, representations, and promises and to knowingly transmit and cause to be transmitted by means of interstate wire communications for the purpose of

executing such scheme or artifice, in violation of Title 18, United States Code, Section 1343.

C. THE MANNER AND MEANS OF THE CONSPIRACY

It was part of the conspiracy that:

1. The defendants and their co-conspirators would and did utilize a 501(c)(3) tax exempt organization, the Church, to obtain state and federal program funds from the State of Texas through their creation of Prepared Table, Inc., another 501(c)(3) tax exempt organization, which organization was used to apply for a charter school. This facilitated the defendants and their co-conspirators in setting up interlocking directors between the School and the Church. This conflict of interest enabled the defendants and their co-conspirators to conduct financial transactions between the School and the Church which were not at arms length and were designed to financially benefit the Church and not the School.
2. HAROLD W. WILCOX and ANTHONY MOSLEY would and did maintain signature authority over certain accounts in the name of, or associated with, the Church through which the defendants conducted financial transactions with state and federal funds which were deposited into these accounts.
3. The defendants and their co-conspirators would and did facilitate the flow of state and federal funds to various members of the Church as well as to their family members through employment and contractual relationships between the School and these

individuals.

4. The defendants and their co-conspirators would and did apply for permission from the State of Texas for the School to participate in the Child Nutrition Program.

5. The defendants and their co-conspirators would and did make monthly claims for reimbursement under the Child Nutrition Programs, through the Texas Education Agency.

6. The defendants and their co-conspirators would and did take over food services at the School which they operated for a profit under the name DaShawn's Bar-B-Q & Restaurant which enabled the defendants and their co-conspirators to create the false impression that an independent contractor was providing the food services. To facilitate the false appearance that an independent contractor was catering the meals at the School, the defendants and their co-conspirators would and did execute documents which fraudulently purported to be contracts for food services between Robert Thomas, dba Da Shawn's Bar-B-Q or DaShawn's Food Services and the School. The defendants and their co-conspirators further promoted the false impression that an independent caterer was providing meals to the children by obtaining from Robert Thomas all Health Department certifications and licenses held in the name DaShawn's Bar-B-Q & Restaurant and by paying money to him on a monthly basis.

7. The defendants and their co-conspirators would and did create invoices in

the name of DaShawn's Bar-B-Q & Restaurant, 8550 Ley Road, Houston, Texas which fraudulently purported to describe the number of meals, price per meal, and dates the meals were served.

8. The defendants and their co-conspirators would and did cause the accountants for the School to prepare checks written on the bank account of the School and made payable to DaShawn's Bar-B-Q & Restaurant for providing catering services to the School and prepared and negotiated these checks prior to the dates of service contained in the invoices.

9. Upon receiving these checks from the accountants, the defendants and their co-conspirators would and did cause the checks made payable to DaShawn's Bar-B-Q to be deposited into bank accounts in the name of the Church over which HAROLD W. WILCOX had signature authority.

10. Following these deposits, the defendants and their co-conspirators would and did make cash withdrawals from these accounts in amounts slightly below the \$10,000.00 threshold for the purpose of evading the requirement that a Currency Transaction Report be filed.

11. The defendants and their co-conspirators would and did cause false representations of student attendance to be reported to the Texas Education Agency for the purpose of fraudulently obtaining approximately \$3 million dollars from the State of Texas and did intentionally fail to maintain all the records of attendance figures submitted

to the Texas Education Agency.

D. OVERT ACTS

In furtherance of the conspiracy and to effect the objects thereof, the defendants and co-conspirators, performed or caused the performance of one or more of the following Overt Acts, among others not described herein, in the Southern District of Texas and elsewhere:

1. On or about July 24, 1998, HAROLD W. WILCOX applied for an open-enrollment charter school with the State Board of Education.
2. On or about June 21, 1999, HAROLD W. WILCOX made application to the Texas Education Agency for the School Lunch Program and the School Breakfast Program.
3. On or about September 1, 1999, HAROLD W. WILCOX on behalf of the School and ANTHONY Q. MOSLEY on behalf of the Church, signed a lease obligating the School to pay the Church \$10,000.00 a month to lease the Church buildings located at 9847 Mesa Drive, Houston, Texas.
4. On or about September 1, 1999, HAROLD W. WILCOX and ANTHONY Q. MOSLEY entered into a five year lease in which the Church leased to the School equipment at the rate of \$125.00 a day for 187 days.
5. On or about September 13, 1999, HAROLD W. WILCOX chaired a School

Board meeting in which the Board voted to terminate the contract with Charlie's Po-Boy as the caterer for food services at the School.

6. On or about October 21, 1999, HAROLD W. WILCOX entered into a food services contract with "Deshaun's Barbecue Restaurant" on behalf of the School.

7. On or about March 3, 2000, HAROLD W. WILCOX and LOUVICY WILCOX signed a request with the Texas Education Agency for LOUVICY WILCOX to be come the Authorized Representative for the School and gain access to the Child Nutrition Programs Information Management System.

8. On or about July 27, 2000, HAROLD W. WILCOX chaired a Prepared Table Board meeting in which the board voted to enter into a janitorial service contract with "Shazam Janitorial Services" for \$160,000.00 a year.

9. On or about August 21, 2000, HAROLD W. WILCOX on behalf of the School and ANTHONY Q. MOSLEY on behalf of the Church, entered into a lease obligating the School to pay the Church \$20,000.00 a month to lease the Church buildings located at 9847 Mesa Drive, Houston, Texas.

10. On or about August 25, 2000, HAROLD W. WILCOX caused a check drawn on the School's bank account, payable to James D. Broussard in the amount of \$15,939.00, to be deposited into the Church bank account.

11. On or about August 28, 2000, HAROLD W. WILCOX caused a check to be issued which payable to James Broussard in the amount of \$5,000.00 and was drawn on the Church bank account.

12. On or about August 29, 2000, HAROLD W. WILCOX chaired a School Board meeting in which the Board voted to purchase 600 Charles St., Humble, Texas at a price of \$2,800,000.00, with a monthly note of \$20,000.00 a month, on behalf of the School.

13. On or about August 30, 2000, HAROLD W. WILCOX entered into an agreement to lease the kitchen facilities and equipment of the Church at 600 Charles St., Humble, Texas to Robert Thomas/"DeShawn's Barbeque Restaurant" at the rate of \$6,000.00 a month, for the preparation of food for the School.

14. On or about September 1, 2000 HAROLD W. WILCOX entered into a contract on behalf of the School for Robert Thomas d/b/a "Da Shawn's Food Services" to cater meals for the School.

15. On or about September 1, 2000, HAROLD W. WILCOX entered into a contract obligating the School to pay one of the Church members, doing business as "Shazam Janitorial Service", \$170,000.00 for a 10-month contract to clean the School.

16. On or about September 1, 2000, HAROLD W. WILCOX signed a lease agreement on behalf of the School and ANTHONY Q. MOSLEY signed on behalf of the Church, for the Church to lease 600 Charles Street, Humble, Texas to the School for \$20,000 a month.

17. On or about November 7, 2000, HAROLD W. WILCOX signed a six-weeks Principal's Report fraudulently reporting student attendance figures.

18. On or about November 27, 2000, HAROLD W. WILCOX caused the Texas

State Comptroller to make a direct deposit of approximately \$773,454.00 into the School's bank account by reporting fraudulent attendance figures to the Texas Education Agency.

19. On or about January 23, 2001, ANTHONY MOSLEY signed a food services contract on behalf of "DaShawn's Food Services" and HAROLD W. WILCOX signed on behalf of the School for "DaShawn's Food Services" to cater meals at the School.

20. On or about February 26, 2001, LOUVICY WILCOX signed a request for a check payable to DaShawn's BBQ & Restaurant, 8550 Ley Rd, Houston, Texas in the amount of \$25,375.00 for food services for February 15, 2001 through February 22, 2001.

21. On or about February 28, 2001, HAROLD W. WILCOX caused a check, drawn on the School's bank account, to be issued payable to DaShawn's Bar-B-Q & Restaurant in the amount of \$25,375.00 and caused another check drawn on the School's bank account, to be issued payable to the Church in the amount of \$20,000.00.

22. On or about March 1, 2001, HAROLD W. WILCOX caused two checks drawn on the School's bank account, one made payable to DaShawn's Bar-B-Q & Restaurant for \$25,375.00 and another made payable to the Church for \$20,000.00, to be deposited into the Church bank account at Union Planters Bank, over which HAROLD W. WILCOX had signature authority.

23. On or about March 1, 2001, HAROLD W. WILCOX made a cash withdrawal in the amount of \$9,500.00 from the Church bank account at Union Planters

Bank.

24. On or about March 1, 2001, HAROLD W. WILCOX and ANTHONY Q. MOSLEY caused a check drawn on the Church account at Union Planters Bank and made payable to "GPBC" in the amount of \$35,000.00, to be deposited into a Church bank account at Bank One, over which ANTHONY Q. MOSLEY had signature authority.

25. On or about March 1, 2001, ANTHONY Q. MOSLEY caused a check, drawn on the Church bank account at Bank One, to be issued payable to Rev. Anthony Mosley in the amount \$2,500.00.

26. On or about March 1, 2001, ANTHONY Q. MOSLEY caused a check, drawn on the Church bank account at Bank One, to be issued payable to Anthony Mosley in the amount \$9,000.00.

27. On or about March 5, 2001, ANTHONY Q. MOSLEY signed a check drawn on the Church bank account at Bank One made payable to Anthony Mosley in the amount of \$2,600.00.

28. On or about March 5, 2001, HAROLD W. WILCOX signed a check drawn on the Church account at Union Planters Bank payable to cash in the amount of \$9,900.00.

29. On or about March 6, 2001, HAROLD W. WILCOX signed a check payable to cash in the amount of \$9,900.00 and drawn on the Church account at Union Planters Bank.

30. On or about March 7, 2001, HAROLD W. WILCOX signed a check

payable to cash in the amount of \$9,500.00 and drawn on the Church account at Union Planters Bank.

31. On or about March 8, 2001, HAROLD W. WILCOX caused a check to be issued which was payable to cash in the amount of \$9,900.00 and drawn on the Church account at Union Planters Bank.

32. On or about April 5, 2001, ROSHALL FRANK caused a facsimile copy of a six-weeks attendance report, which fraudulently reported attendance figures, to be sent to the Texas Education Agency.

33. On or about December 11, 2001, ROSHALL FRANK caused the fraudulent reporting of attendance figures on the daily status report for the Maxey campus.

34. On or about January 29, 2002, HAROLD W. WILCOX cause two checks drawn on the School's bank account to be issued, one made payable to DaShawn's Bar-B-Q & Restaurant in the amount of \$28,181.25 and another made payable to the Church in the amount of \$15,000.

35. On or about January 30, 2002, HAROLD W. WILCOX caused two checks drawn on the School's bank account, one made payable to DaShawn's Bar-B-Q & Restaurant in the amount of \$28,181.25 and another made payable to the Church in the amount of \$15,000 to be deposited into the Church bank account at Bank of America over which HAROLD W. WILCOX had signature authority.

36. On or about February 26, 2002, HAROLD W. WILCOX caused three checks drawn on the School's bank account to be issued, two of which were made payable

to DaShawn's Bar-B-Q & Restaurant one in the amount of \$15,656.25 and the other in the amount of \$12,525.00, and a third check made payable to the Church in the amount of \$15,000.

37. On or about February 26, 2002, HAROLD W. WILCOX caused the transfer of \$46,000 from the Church account at Bank of America to his personal account at Bank of America.

38. On or about February 28, 2002, HAROLD W. WILCOX caused the deposit of three check's drawn on the School's bank account to be deposited into the Church bank account at Bank of America, two checks payable to DaShawn's Bar-B-Q in the amount of \$15,656.25 and \$12,525.00 respectively, and one check made payable to the Church in the amount of \$15,000.00.

39. On or about March 15, 2002, HAROLD W. WILCOX made a funds transfer of \$10,000 from the Church account at Bank of America to his personal account at Bank of America.

40. On or about March 15, 2002, HAROLD W. WILCOX withdrew \$51,809.24 from his personal account at Bank of America which he used to purchase a cashier's check in the amount \$51,809.24 made payable to Texas American Title which was used for the down payment on the residence at 20 Thornhill Oaks, Houston, Texas.

41. On or about April 25, 2002, HAROLD W. WILCOX caused a check drawn on the School's bank account to be issued payable to DaShawn's Bar-B-Q & Restaurant in the amount of \$35,000.00.

42. On or about April 26, 2002, ANTHONY Q. MOSLEY caused an account in the name Robert Thomas/DaShawn's Bar-B-Q to be opened at Capital Bank, Houston, Texas.

43. On or about April 29, 2002, ANTHONY Q. MOSLEY caused a check drawn on the School's bank account payable to DaShawn's Bar-B-Q & Restaurant in the amount of \$35,000.00, to be deposited into the Robert Thomas/DaShawn's Bar-B-Q account at Capital Bank, Houston, Texas.

44. On or about April 29, 2002, ANTHONY Q. MOSLEY caused a temporary check drawn on Robert Thomas/DaShawn's Bar-B-Q account at Capital Bank to be made payable to Robert Thomas in the amount of \$32,000.00.

45. On or about April 29, 2002, ANTHONY Q. MOSLEY received \$32,000 in cash from Robert Thomas.

All in violation in Title 18, United States Code, Section 371

WIRE FRAUD COUNTS

COUNT TWO THROUGH FOUR

A. The Grand Jury realleges and incorporates by reference, as though fully set forth herein, the allegations contained in section A paragraphs 1 through 9 and section C paragraphs 1 through 11 as set out in Count One of the indictment.

B. Beginning in or about September of 1999 and continuing until July 10, 2002

in the Southern District of Texas, the defendants,

HAROLD W. WILCOX
LOUVICY WILCOX
ANTHONY Q. MOSLEY
ROSHALL FRANK

aided and abetted by others known and unknown to the grand jury, did knowingly devise, intend to devise, and participate in a scheme to defraud and to obtain money and property from the State of Texas by means of materially false and fraudulent pretenses, representations and promises, and material omissions, which scheme is set forth in Section C of count one of the indictment.

C. In each of counts 2 through 4 and on the dates alleged below, in the Southern District of Texas, the defendants, for the purpose of executing, and attempting to execute, the scheme and artifice to defraud, and to obtain money by means of false and fraudulent pretenses and representations did cause to be transmitted in interstate commerce, by means of a wire communication a direct deposit from the bank account of the Texas State Comptroller, through a Federal Reserve Bank and into the bank account of the School.

COUNT	DATE	TRANSMISSION DESCRIPTION
2	December 27, 1999	Direct deposit of \$279,155.00
3	November 27, 2000	Direct deposit of \$773,454.00
4	April 25, 2001	Direct deposit of \$666,902.00

All in violation of Title 18, United States Code, Sections 1343 and 2.

PROGRAM FRAUD COUNTS

COUNT FIVE

1. At all times material to the indictment

A. The Grand Jury realleges and incorporates by reference, as though fully set forth herein, the allegations contained in section A paragraphs 1 through 9 and section C paragraphs 1 through 11 as set out in Count One of the indictment.

B. The School was an organization that received federal benefits under a Federal program involving a grant or other form of Federal assistance in excess of \$10,000 during the one year period beginning January 1, 2002 and ending December 31, 2002.

C. Defendant, HAROLD W. WILCOX, was an agent of the School, in that he served as the Chief Administrator and chaired the School's Board of Trustees.

2. On or about, January 30, 2002 in the Southern District of Texas, the defendant,

HAROLD W. WILCOX

did intentionally misapply and knowingly embezzle, steal, obtain by fraud and otherwise without authority convert to the use of a person other than the rightful owner, that is HAROLD W. WILCOX, property valued at \$5,000 or more and owned by or under the care, custody, and control of Prepared Table Charter School by depositing a check drawn upon the bank account of the School payable to DaShawn's Bar-B-Q & Restaurant in the

amount of \$28,181.25 into the Church bank account at Bank of America.

In violation of Title 18, United States Code, Section 666(a)(1)(A)

COUNT SIX

1. At all times material to the indictment

A. The Grand Jury realleges and incorporates by reference, as though fully set forth herein, the allegations contained in section A paragraphs 1 through 9 and section C paragraphs 1 through 11 as set out in Count One of the indictment.

B. The Grand Jury realleges and incorporates by reference, as though fully set forth herein, the allegations contained in sections B and C as set out in Count Five of the indictment.

2. On or about February 28, 2002 in the Southern District of Texas, the defendant,

HAROLD W. WILCOX

did intentionally misapply and knowingly embezzle, steal, obtain by fraud and otherwise without authority convert to the use of a person other than the rightful owner, that is HAROLD W. WILCOX, property valued at \$5,000 or more and owned by or under the care, custody, and control of Prepared Table Charter School by depositing two checks drawn upon the bank account of the School each payable to DaShawn's Bar-B-Q one in the amount of \$15,656.25 and the other in the amount of \$12,525.00 into the Church's bank account at Bank of America.

In violation of Title 18, United States Code, Section 666(a)(1)(A).

COUNT SEVEN

1. At all times material to the indictment

A. The Grand Jury realleges and incorporates by reference, as though fully set forth herein, the allegations contained in section A paragraphs 1 through 9 and section C paragraphs 1 through 11 as set out in Count One of the indictment.

B. The School was an organization that received federal benefits under a Federal program involving a grant or other form of Federal assistance in excess of \$10,000 during the one year period beginning January 1, 2000 and ending December 31, 2000.

C. Defendant, HAROLD W. WILCOX, was an agent of the School, in that he served as the Chief Administrator and chaired the School's Board of Trustees.

2. On or about, August 25, 2000 in the Southern District of Texas, the defendant,

HAROLD W. WILCOX

did intentionally misapply and knowingly embezzle, steal, obtain by fraud and otherwise without authority convert to the use of a person other than the rightful owner, that is, HAROLD W. WILCOX, property valued at \$5,000 or more and owned by or under the care, custody, and control of the School by depositing a check drawn upon the bank account of the School made payable to James Broussard in the amount of \$15,939.00 into the Church bank account at Union Planters Bank.

In violation of Title 18, United States Code, Section 666(a)(1)(A)

MONEY LAUNDERING CONSPIRACY

COUNT EIGHT

A. The Grand Jury realleges and incorporates by reference, as though fully set forth herein, the allegations contained in section A paragraphs 1 through 9 and section C paragraphs 1 through 11 as set out in Count One of the indictment.

B. From in or about September 1999 to on or about August 13, 2002, in the Southern District of Texas, and elsewhere, and within the jurisdiction of this Court

HAROLD W. WILCOX
LOUVICY WILCOX
ANTHONY Q. MOSLEY

defendants herein, did unlawfully, knowingly and intentionally combine, conspire, confederate and agree with each other and others known and unknown to the grand jury, to commit the following offenses against the United States in violation of Title 18, United States Code, Section 1956, to wit:

1. To knowingly and willfully conduct and attempt to conduct a financial transaction, the activities of which affect interstate commerce with the proceeds of a specified unlawful activity, that is, wire fraud, a violation of Title 18, United States Code, Section 1343, and program fraud, a violation of Title 18, United States Code, Section 666, knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of said specified unlawful activity and that while conducting and attempting to conduct such

financial transaction knew that the property involved in the financial transaction, that is funds and monetary instruments represented the proceeds of some form of unlawful activity.

In violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i) .

2. To knowingly and willfully conduct and attempt to conduct a financial transaction affecting interstate commerce which involved the proceeds of a specified unlawful activity, that is wire fraud, a violation of Title 18, United States Code, and program fraud, Title 18, United States Code, Section 666, with the intent to engage in conduct constituting a violation of 26 U.S.C. § 7201 to wit, tax evasion and that while conducting and attempting to conduct such financial transaction knew that the property involved in the financial transaction, that is funds and monetary instruments represented the proceeds of some form of unlawful activity.

In violation of Title 18, United States Code, Sections 1956 (a)(1)(A)(ii)

OVERT ACTS

In furtherance of the conspiracy described in Count Eight and to effect the objects thereof, the defendants named therein and other persons both known and unknown to the grand jury, performed or caused the performance of one or more of the following Overt Acts, among others not described herein, in the Southern District of Texas and elsewhere:

1. The Grand Jury realleges and incorporates by reference, as though fully set forth herein, the overt acts alleged in section C. paragraphs 1 through 46 as set out in Count One of the indictment.

2. The Grand Jury realleges and incorporates by reference, as though fully set forth herein, Counts 2 through 7 and 9 through 26.

All in violation of Title 18, United States Code, Sections 1956(h).

MONEY LAUNDERING COUNTS

COUNTS NINE THROUGH TWELVE

On or about the dates alleged below, in the Southern District of Texas, and with in the jurisdiction of the court, the defendant,

HAROLD W. WILCOX

in each count 9 through 12 aided and abetted by others known and unknown to the grand jury, did knowingly conduct and attempt to conduct a financial transaction, affecting interstate and foreign commerce, that is, depositing the checks listed below which were drawn on the Union Planters Bank account of Prepared Table Charter School into the Union Planters Bank account of Greater Progressive Baptist Church, which involved the proceeds of a specified unlawful activity, that is, violations of Title 18, United States Code, Sections 666 and 1343, knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of said specified unlawful activity and with the intent to engage in conduct constituting a violation of 26 U.S.C. § 7201, that is, tax evasion, and that while conducting and attempting to conduct such financial transaction knew that the property

involved in the financial transaction, that is, a monetary instrument, represented the proceeds of some form of unlawful activity

COUNT	DATE OF DEPOSIT	CHECK NUMBER	PAYEE	BANK OF DEPOSIT	AMOUNT
9	01/07/00	2130	DaShawn's Bar-B-Q	Union Planters Acct. XX291	\$15,912.00
10	02/29/00	2590	DaShawn's Bar-B-Q	Union Planters Acct. XX291	\$22,198.00
11	04/7/00	2030	DaShawn's Bar-B-Q	Union Planters Acct. XX291	\$10,090.00
12	09/8/00	5013	DaShawn's Bar-B-Q	Union Planters Acct. XX291	\$48,980.00

All in violation of Title 18, United States Code, Sections 1956 (a)(1)(A)(ii)

1956(a)(1)(B)(i) and 2.

COUNTS THIRTEEN THROUGH EIGHTEEN

On or about the dates alleged below, in the Southern District of Texas, and with in the jurisdiction of the court, the defendant,

ANTHONY Q. MOSLEY

in each count 13 through 18 aided and abetted by others known and unknown to the grand jury, did knowingly conduct and attempt to conduct a financial transaction affecting interstate and foreign commerce, which involved the proceeds of a specified unlawful

activity, that is, violations of Title 18, United States Code, Sections 666 and 1343, knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of said specified unlawful activity and with the intent to engage in conduct constituting a violation of 26 U.S.C. § 7201, that is, tax evasion, and that while conducting and attempting to conduct such financial transaction knew that the property involved in the financial transaction, that is, a monetary instrument, represented the proceeds of some form of unlawful activity

COUNT	TRANSACTION DATE	TRANSACTION DESCRIPTION	AMOUNT
13	04/29/02	Deposit of Prepared Table Charter School check number 9497 into Capital Bank account number XXX542	\$35,000.00
14	04/29/02	Cashing of temporary check at Capital Bank from account number XXX542	\$32,000.00
15	05/30/02	Deposit of Prepared Table Charter School check number 9837 into Capital Bank account number XXX542	\$23,982.50
16	05/30/02	Cashing of check number 2001 at Capital Bank from account number XXX542	\$23,982.50
17	06/27/02	Deposit of Prepared Table Charter School check number 10244 into Capital Bank account number XXX542	\$33,341.25
18	06/27/02	Cashing of check number 1001 at Capital Bank from account number XXX542	\$33,341.25

All in violation of Title 18, United States Code, Sections 1956 (a)(1)(A)(ii)

1956(a)(1)(B)(i) and 2.

STRUCTURING COUNTS

COUNTS NINETEEN THROUGH TWENTY SIX

1. The Grand Jury realleges and incorporates by reference, as though fully set forth herein, the allegations contained in paragraphs A. 1 through 15 and C. 1 through 14 as set out in Count One of the indictment.
2. On or about the dates set forth below, in the Southern District of Texas, the defendant,

HAROLD W. WILCOX

in each Count 19 through 26 aided and abetted by others known and unknown to the grand jury, did knowingly and for the purpose of evading the reporting requirements of section 5313(a) of Title 31, United States Code, and the regulations promulgated thereunder, structure, assist in structuring and attempt to structure and assist in structuring the following transactions with a domestic financial institution, and did so while violating another law of the United States and as part of a pattern of illegal activity involving more than \$100,000 in a 12-month period:

COUNT	DATE CASHED	BANK & INSTRUMENT	ACCOUNT HOLDER	AMOUNT
19	09/20/99	Union Planters Bank Temporary Check	Greater Progressive Tabernacle Baptist Church	\$9,500.00
	09/21/99	Union Planters Bank Temporary Check	Greater Progressive Tabernacle Baptist Church	\$9,500.00

COUNT	DATE CASHED	BANK & INSTRUMENT	ACCOUNT HOLDER	AMOUNT
	09/22/99	Union Planters Bank Temporary Check	Greater Progressive Tabernacle Baptist Church	\$9,500.00
	09/23/99	Union Planters Bank Temporary Check	Greater Progressive Tabernacle Baptist Church	\$9,500.00
	09/24/99	Union Planters Bank Temporary Check	Greater Progressive Tabernacle Baptist Church	\$9,800.00
			Total	\$47,800.00

COUNT	CASHED DATE	BANK & INSTRUMENT	ACCOUNT HOLDER	AMOUNT
20	01/31/00	Union Planters Bank Temporary Check	Greater Progressive Tabernacle Baptist Church	\$4,000.00
	01/31/00	Union Planters Bank Temporary Check	Greater Progressive Tabernacle Baptist Church	\$9,800.00
	01/31/00	Union Planters Bank Check # 1024	Greater Progressive Tabernacle Baptist Church	\$9,800.00
			Total	\$23,600.00

COUNT	CASHED DATE	BANK & INSTRUMENT	ACCOUNT HOLDER	AMOUNT
21	02/04/00	Union Planters Bank Check # 1057	Greater Progressive Tabernacle Baptist Church	\$9,900.00

COUNT	CASHED DATE	BANK & INSTRUMENT	ACCOUNT HOLDER	AMOUNT
	02/04/00	Union Planters Bank Check # 1058	Greater Progressive Tabernacle Baptist Church	\$9,800.00
			Total	\$19,700

COUNT	CASHED DATE	BANK & INSTRUMENT	ACCOUNT HOLDER	AMOUNT
22	04/07/00	Union Planters Bank Check # 1159	Greater Progressive Tabernacle Baptist Church	\$3,500.00
	04/07/00	Union Planters Bank Check # 1160	Greater Progressive Tabernacle Baptist Church	\$9,999.00
			Total	\$13,499.00

COUNT	CASHED DATE	BANK	ACCOUNT HOLDER	AMOUNT
23	04/14/00	Union Planters Bank Check # 1167	Greater Progressive Tabernacle Baptist Church	\$9,999.00
	04/14/00	Union Planters Bank Check # 1168	Greater Progressive Tabernacle Baptist Church	\$9,999.00
			Total	\$19,998.00

COUNT	CASHED DATE	BANK & INSTRUMENT	ACCOUNT HOLDER	AMOUNT
24	04/28/00	Union Planters Bank Check # 1109	Greater Progressive Tabernacle Baptist Church	\$9,900.00

COUNT	CASHED DATE	BANK & INSTRUMENT	ACCOUNT HOLDER	AMOUNT
	04/28/00	Union Planters Bank Check # 1110	Greater Progressive Tabernacle Baptist Church	\$9,900.00
			Total	\$19,800.00

COUNT	CASHED DATE	BANK & INSTRUMENT	ACCOUNT HOLDER	AMOUNT
25	05/25/00	Union Planters Bank Check # 1144	Greater Progressive Tabernacle Baptist Church	\$9,500.00
	05/26/00	Union Planters Bank Check # 1147	Greater Progressive Tabernacle Baptist Church	\$9,500.00
	05/26/00	Union Planters Bank Check # 1148	Greater Progressive Tabernacle Baptist Church	\$2,000.00
			Total	\$21,000.00

COUNT	CASHED DATE	BANK & INSTRUMENT	ACCOUNT HOLDER	AMOUNT
26	03/05/01	Union Planters Bank Check # 1575	Greater Progressive Tabernacle Baptist Church	\$9,900.00
	03/06/01	Union Planters Bank Check # 1578	Greater Progressive Tabernacle Baptist Church	\$9,900.00
	03/07/01	Union Planters Bank Check # 1584	Greater Progressive Tabernacle Baptist Church	\$9,500.00

COUNT	CASHED DATE	BANK & INSTRUMENT	ACCOUNT HOLDER	AMOUNT
	03/08/01	Union Planters Bank Check # 1587	Greater Progressive Tabernacle Baptist Church	\$9,900.00
			Total	\$39,200.00

All in violation of Title 31, United States Code, Sections 5324(a)(3) and 5324(d)
and Title 31, Code of Federal Regulations, Section 103.11.

NOTICE OF CRIMINAL FORFEITURE

(18 U.S.C § 981(a)(1)(C))

Pursuant to Title 28, United States Code, Section 2461(c), and Title 18, United
States Code, Section 981(a)(1)(C), the United States gives notice that the defendants

HAROLD W. WILCOX
LOUVICY WILCOX
ANTHONY Q. MOSLEY
ROSHALL FRANK

shall forfeit all property which constitutes or is derived from proceeds traceable to a
conspiracy to commit a violation of Title 18, United States Code, Sections 1343 and 666,
as charged in Count One of the indictment, including, but not limited to, the following:

1. Approximately \$ 3,310,445.00 in United States dollars ;
2. Real property, improvements and appurtenances located at 20 Thornhill Oaks,
Houston, Texas, titled in the name Harold Wilcox; and

3. Real property, improvements and appurtenances located at 9100 Tidwell, Houston, Texas, titled in the name Harold Wilcox.

NOTICE OF CRIMINAL FORFEITURE
(18 U.S.C § 981(a)(1)(C))

Pursuant to Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 981(a)(1)(C), the United States gives notice that the defendants

HAROLD W. WILCOX
LOUVICY WILCOX
ANTHONY Q. MOSLEY
ROSHALL FRANK

shall forfeit all property which constitutes or is derived from proceeds traceable to a violation of Title 18, United States Code, Section 1343, as charged in Counts Two through Four of the indictment, including, but not limited to, the following:

Count 2	\$279,155.00 in United States dollars;
Count 3	\$773,454.00 in United States dollars; and
Count 4	\$666,902.00 in United States dollars.

NOTICE OF CRIMINAL FORFEITURE
(18 U.S.C § 981(a)(1)(C))

Pursuant to Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 981(a)(1)(C), the United States gives notice that the defendant

HAROLD W. WILCOX

shall forfeit all property which constitutes or is derived from proceeds traceable to a violation of Title 18, United States Code, Section 666, as charged in Counts Five through Seven of the indictment, including, but not limited to, the following:

1. Count 5 \$28,181.25 in United States dollars;
 Count 6 \$12,525.00 in United States dollars; and
 Count 7 \$15,939.00 in United States dollars.
2. Real property, improvements and appurtenances located at 20 Thornhill Oaks, Houston, Texas, titled in the name Harold Wilcox.

NOTICE OF CRIMINAL FORFEITURE
(18 U.S.C. § 982)

Pursuant to Title 18, United States Code, Section 982, as a result of the commission of a violation of Section 1956(h) as charged in Count Eight of this indictment, notice is given that the defendants

HAROLD W. WILCOX
LOUVICY WILCOX
ANTHONY Q. MOSLEY

shall forfeit to the United States all property, real and personal, involved in such offense and all property traceable to such property, including, but not limited to, the following:

1. Approximately \$ 3,310,445.00 in United States dollars;
2. Real property, improvements and appurtenances located at 20 Thornhill Oaks, Houston, Texas, titled in the name Harold Wilcox; and

3. Real property, improvements and appurtenances located at 9100 Tidwell, Houston, Texas, titled in the name Harold Wilcox.

NOTICE OF CRIMINAL FORFEITURE
(18 U.S.C. § 982)

Pursuant to Title 18, United States Code, Section 982, as a result of the commission of a violation of Title 18, Section 1956 (a)(1) as charged in Counts Nine through Eighteen of this indictment, notice is given that the defendants

HAROLD W. WILCOX (Counts 9, 10, 11, 12) and
ANTHONY Q. MOSLEY (Counts 13, 14, 15, 16, 17, 18)

shall forfeit to the United States all property, real and personal, involved in the such offenses and all property traceable to such property, including, but not limited to, the following:

HAROLD W. WILCOX:

Count 9	\$15,912.00 in United States dollars;
Count 10	\$22,198.00 in United States dollars;
Count 11	\$10,090.00 in United States dollars; and
Count 12	\$48,980.00 in United States dollars.

ANTHONY Q. MOSLEY:

Count 13	\$35,000.00 in United States dollars;
Count 14	\$32,000.00 in United States dollars;
Count 15	\$23,982.50 in United States dollars;

Count 16	\$23,982.50 in United States dollars;
Count 17	\$33,341.25 in United States dollars; and
Count 18	\$33,341.25 in United States dollars.

NOTICE OF CRIMINAL FORFEITURE
(31 U.S.C. § 5317(c)(1))

Pursuant to Title 31, United States Code, Section 5317(c)(1), as a result of the commission of a violation of Title 21, Sections 5324(a)(3) and 5324(d) as charged in Counts Nineteen through Twenty-Six of this indictment, notice is given that the defendant HAROLD W. WILCOX shall forfeit to the United States all property, real and personal, involved in the such offenses and all property traceable to such property, including, but not limited to, the following:

Count 19	\$47,800.00 in United States dollars;
Count 20	\$23,600.00 in United States dollars;
Count 21	\$19,700.00 in United States dollars;
Count 22	\$13,499.00 in United States dollars;
Count 23	\$19,998.00 in United States dollars;
Count 24	\$19,800.00 in United States dollars;
Count 25	\$21,000.00 in United States dollars; and
Count 26	\$39,200.00 in United States dollars.

SUBSTITUTE ASSETS

In the event that the property that is subject to forfeiture as a result of any act or omission of any defendant:

- a. cannot be located upon exercise of due diligence;
- b. has been placed beyond the jurisdiction of the Court;
- c. has been transferred or sold to, or deposited with a third party;
- d. has been substantially diminished in value; or
5. has been commingled with other property which cannot be divided without difficulty,

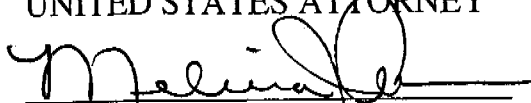
it is the intent of the United States to seek forfeiture of any other property of the defendant up to the value of such property pursuant to Title 21, United States Code, Section 853(p), incorporated by reference in Title 18, United States Code, Section 982(b)(1), Title 28, United States Code, Section 2461(c) and Title 31, United States Code, Section 5317(c)(1)(B).

A TRUE BILL:


FOREPERSON OF THE GRAND JURY

MICHAEL T. SHELBY
UNITED STATES ATTORNEY

By:


Melissa J. Annis
Assistant United States Attorney